



MARK PESTRELLA, Director

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

**ADOPTED**

IN REPLY PLEASE  
REFER TO FILE

December 18, 2018

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

48 December 18, 2018

CELIA ZAVALA  
EXECUTIVE OFFICER

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA  
USE AGREEMENT BETWEEN  
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
AND THE CITY OF SAN FERNANDO  
PACOIMA WASH PARCELS 74, 120, 141-151, 155, 157, 158, AND 159  
IN THE CITY OF SAN FERNANDO AND PACOIMA COMMUNITY OF THE  
CITY OF LOS ANGELES  
(SUPERVISORIAL DISTRICT 3)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to enter into a Use Agreement for public recreational purposes between the Los Angeles County Flood Control District and the City of San Fernando along portions of the Pacoima Wash in the City of San Fernando and the Pacoima community of the City of Los Angeles.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Acting as a responsible agency for the City of San Fernando's proposed Pacoima Wash Bikeway Project, consider the Mitigated Negative Declaration prepared and adopted by the Mountains Recreation and Conservation Authority as lead agency; certify that the Board of Supervisors has independently considered and reached its own conclusions regarding the environmental effects of the project as shown in the Mitigated Negative Declaration; and adopt the Mitigation Monitoring Program, as applicable for the project, finding the program is adequately designed to ensure compliance with the mitigation measures during project implementation.

2. Find the Use Agreement for public recreational purposes along a portion of Pacoima Wash Parcels 74, 120, 141-151, 155, 157, 158, and 159 in the City of San Fernando and Pacoima community of Los Angeles, between the Los Angeles County Flood Control District and the City of San Fernando will not interfere or be inconsistent with the primary use and purposes of the property by the Los Angeles County Flood Control District.

3. Approve and instruct the Chair of the Board of Supervisors to sign the Use Agreement and authorize delivery to the City of San Fernando.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to obtain approval from the Board of Supervisors, acting as the governing body of the Los Angeles County Flood Control District, to enter into a Use Agreement with the City of San Fernando for the City's use of the District's right of way along portions of Pacoima Wash, located north of Bradley Avenue and south of 8th Street in the Cities of San Fernando and Los Angeles as shown on the map attached to the Use Agreement (Enclosure A) for public recreational purposes. The City proposes to construct, operate, and maintain a 12-foot-wide paved bike path, a bridge crossing for pedestrian and bicycle use, fencing, access points, signage, lighting, seating, trash receptacles, bioswales, and landscaping in connection with its Pacoima Wash Bikeway Project (Project).

The Los Angeles County Flood Control Act provides for the District's right of way to be used for these purposes as long as the public recreational purposes are compatible with District use of the property for flood control, water quality, and water conservation. The Use Agreement is for a term of 25 years.

### **Implementation of Strategic Plan Goals**

The County Strategic Plan directs the provision of Strategy II.2, Support the Wellness of Our Communities, and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The City's proposed uses will enhance river aesthetics, provide public recreational opportunities, and improve social well-being of our communities, thereby improving the quality of life for the residents of the County.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

There will be no monetary consideration paid for this Use Agreement since this use of the District's right of way is for public recreational purposes.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Pacoima Wash Parcels 74, 120, 141-151, 155, 157, 158, and 159 are located north of Bradley Avenue and south of 8th Street in the cities of San Fernando and Los Angeles.

The Use Agreement is for a term of 25 years and is authorized by Section 2, Subsection 14, of the Los Angeles County Flood Control Act. This section authorizes the District.. "To provide, by agreement with other public agencies...for the recreational use of the lands, facilities, and works of such district which shall not interfere, or be inconsistent, with the primary use and purpose of such lands, facilities, and works by such district."

County Counsel has reviewed and approved the Use Agreement document as to form.

### **ENVIRONMENTAL DOCUMENTATION**

The District is acting as a responsible agency for the Project. The Mountain Recreation and Conservation Authority, as lead agency, on behalf of the City, prepared an Initial Study, consulted with the District, and adopted the enclosed Mitigated Negative Declaration for this Project on September 12, 2016 (Enclosure B). The District is the responsible agency for this Project because execution of the Use Agreement will facilitate the Project and in its independent judgment concludes the Project will not have a significant effect on the environment.

The location of the documents and other materials constituting the record of the proceedings upon which the Board decision is based in this matter is Public Works, Survey/Mapping & Property Management Division.

Upon the Board's approval of the Use Agreement, Public Works will file a Notice of Determination with the office of the Registrar-Recorder/County Clerk of the County in accordance with Section 21152(a) of the California Public Resources Code.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This action allows for the joint use of the District's right of way without interfering with the primary mission of the District.

**CONCLUSION**

Please return one adopted copy of this letter and two originals of the executed Use Agreement to Public Works, Survey/Mapping & Property Management Division. Retain the duplicate for your files.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Pestrella". The signature is fluid and cursive, with the first name "Mark" written in a larger, more prominent script than the last name "Pestrella".

MARK PESTRELLA

Director

MP:JTS:mr

Enclosures

c: Auditor-Controller (Accounting Division—Asset  
Management)  
Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office

# Enclosure A

Use Agreement No. \_\_\_\_\_  
Project Name: Pacoima Wash  
Right-of-Way Parcels: 74, 120, 141-151, 155, 157, 158, and 159  
Right-of-Way Map Nos.: 21-RW 4.1, 21-RW 5.2, and 21-RW 5.3  
Assessor's Identification Nos.: 2515-007-901, 2515-008-904,  
2515-023-902, 2515-024-901, 2515-025-900, 2523-006-902,  
2523-006-904, and 2523-006-905  
Thomas Guide Page/Grid.: 482-C6, 482-C7, 482-D6, and 502-C1  
Supervisorial District 3  
Project No: M1622011

### **USE AGREEMENT**

This Use Agreement is entered into by and between the

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,  
a body corporate and politic,

herein referred to as DISTRICT

and

CITY OF SAN FERNANDO,  
a municipal corporation in the State of California,

herein referred to as USER

### **RECITALS**

WHEREAS, DISTRICT owns fee and easement interests to portions of Pacoima Wash generally located between Bradley Avenue and 4th Street, and 8th Street, in the cities of San Fernando and Los Angeles, State of California, and as more particularly shown on Exhibit A, attached hereto and made a part hereof, hereafter referred to as PREMISES; and

WHEREAS, USER proposes to use a portion of PREMISES for public recreational purposes in connection with the USER'S project known as the Pacoima Wash Bikeway Project, hereinafter referred to as Project; and

WHEREAS, USER proposes to construct, operate, and maintain certain IMPROVEMENTS on PREMISES in connection with the Project, including but not limited to a 12-foot-wide paved bikeway, striping, bridge crossing over wash, fencing, access points, signage, lighting, seating, trash receptacles and bioswales, hereafter referred to as IMPROVEMENTS.

NOW, THEREFORE, in consideration of these recitals and the faithful performance by USER and DISTRICT of the mutual covenants herein contained for the period of time herein set forth, DISTRICT and USER hereto mutually agree as follows:

#### SECTION 1. Authorized Use

- 1.1. USER is authorized and permitted to use PREMISES for the construction, operation, maintenance, and use of IMPROVEMENTS in accordance with the terms and conditions of this Use Agreement and the approved plans. USER is not permitted to dedicate or personalize any IMPROVEMENTS or place signage on the PREMISES without prior written approval by DISTRICT. Any other use of PREMISES by USER is expressly prohibited.
- 1.2. USER acknowledges Pacoima Wash is a working flood protection and water conservation facility and USER'S use of the PREMISES shall be subordinate to the primary uses and purposes of the PREMISES for watershed management, including flood control, water conservation, and water quality purposes, by DISTRICT and others (pursuant to DISTRICT'S permission), and USER'S use of the PREMISES shall at no time interfere with the use of PREMISES or the use of DISTRICT'S adjacent property and/or improvements for such purposes or activities.
  - 1.2.1. USER acknowledges that DISTRICT performs periodic maintenance on and within Pacoima Wash. DISTRICT reserves the right to temporarily restrict or prohibit public access to some or all of the IMPROVEMENTS, as DISTRICT determines to be reasonably necessary to perform these maintenance activities. DISTRICT shall not be responsible for providing alternative bicycle/pedestrian access to or within PREMISES during these maintenance activities.
- 1.3 DISTRICT reserves the right to use or allow others to use PREMISES for any and all lawful purposes in addition to flood control, water conservation, and water quality purposes including, but not limited to, public transportation, utilities, roads, parks and recreation, and/or other related uses together with incidental rights of construction and installation of facilities, ingress and egress, operation and maintenance. The exercise of the rights reserved herein shall not be inconsistent with the USER'S use or constitute unreasonable interference.
- 1.4 This Use Agreement is valid only to the extent of DISTRICT'S jurisdiction. Acquisition of permits required by other affected agencies or agencies with regulatory jurisdiction over PROJECT or IMPROVEMENTS and the consent of underlying fee owner(s) other than DISTRICT, hereinafter collectively referred to as THIRD-PARTY APPROVAL, if any are the responsibility of USER. USER shall be responsible for all costs associated with obtaining and complying with the requirements and conditions of all

THIRD-PARTY APPROVALS, including, by way of example, permit fees and compensatory mitigation expenses. USER shall provide DISTRICT copies of all THIRD-PARTY APPROVALS.

## SECTION 2. Construction and Maintenance of IMPROVEMENTS

- 2.1. USER understands and acknowledges that it is required to comply with the requirements set forth in the California Environmental Quality Act (CEQA) and the State CEQA guidelines, the National Environmental Policy Act (NEPA) and any applicable NEPA regulations of any federal agency with regulatory jurisdiction over the PROJECT or IMPROVEMENTS prior to implementing IMPROVEMENTS and that USER shall be the lead agency with respect to any and all CEQA compliance related to IMPROVEMENTS. In addition to its other indemnification obligations as specified below, USER hereby agrees to indemnify, defend, and hold harmless DISTRICT and County of Los Angeles and their elected and appointed officers, employees, and agents from and against any and all claims and/or actions related to IMPROVEMENTS that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines or the NEPA.
- 2.2. USER shall bear all costs in connection with the construction of the IMPROVEMENTS, including preparation of plans and specifications and all construction costs and expenses.
- 2.3. Prior to commencement of any construction activity on PREMISES by or on behalf of USER, USER shall submit the plans and specification for the IMPROVEMENTS to and shall apply for and obtain a permit from, the Land Development Division, Encroachment Permits and Inspection Section, of the County of Los Angeles Department of Public Works. USER shall also obtain DISTRICT'S prior written approval should USER propose to make any changes to the approved plans and specifications. DISTRICT shall have the right to refuse to issue a permit to USER if the PROJECT, or IMPROVEMENTS, or any condition of any THIRD-PARTY APPROVAL impose additional regulatory requirements or impediments on the primary uses and purposes of PREMISES for watershed management, including flood control, water conservation, and water quality purposes, by DISTRICT and others (pursuant to DISTRICT'S permission).
- 2.4. Upon completion of the construction of IMPROVEMENTS, USER shall provide DISTRICT with approved as-built plans.
- 2.5. USER shall keep, inspect, and maintain PREMISES and the IMPROVEMENTS in a safe, clean, and orderly condition at all times during the term of this Use Agreement. USER shall adhere to the minimum maintenance standards as described in Exhibit B attached hereto and made a part hereof, during the term of this Use Agreement and shall not permit



trash and debris, including, but not limited to, rubbish, tin cans, bottles, and garbage to accumulate at any time, nor shall USER commit, suffer, or permit any waste on PREMISES or IMPROVEMENTS or permit any acts to be done in violation of any laws or ordinances thereon.

- 2.6. USER shall remove graffiti from PREMISES and IMPROVEMENTS and from any walls, fences, and signs, which are located within PREMISES anytime graffiti is discovered by USER or anytime USER is notified by DISTRICT. Graffiti must be removed within the following guidelines:

2.6.1 Remove vulgar graffiti (i.e., profane, obscene, or racist) within 24 hours, Monday through Friday.

2.6.2 Remove other graffiti within 72 hours, Monday through Friday.

- 2.7. USER shall replace or repair any property of DISTRICT that becomes damaged by USER or any person entering PREMISES at USER'S invitation or consent, either expressed or implied, within a reasonable time to the satisfaction of DISTRICT or USER shall compensate DISTRICT for the damage within thirty (30) days of the USER'S receipt of an invoice from DISTRICT.

- 2.8 USER shall close all gates and take all actions necessary to render the PREMISES inaccessible to public access in the event USER abandons its operation and maintenance of IMPROVEMENTS, or when the weather forecast for the next 24-hour period is for one (1) inch of rain or more, or when notified by the DISTRICT.

### SECTION 3. Term

- 3.1. The term of this Use Agreement shall be for twenty-five (25) years (Initial Term), commencing upon execution by DISTRICT subject to DISTRICT'S right to terminate USER'S use as provided for in Section 4 below.
- 3.2 This Use Agreement shall expire at the end of the Initial Term provided, however, that DISTRICT, upon approval by DISTRICT'S Board of Supervisors, may extend the term of this Use Agreement beyond the Initial Term, subject to such terms and conditions as it deems appropriate, upon receipt of a written request from USER no earlier than twelve (12) months or later than six (6) months prior to the end of the Initial Term.

#### SECTION 4. Termination of Use

- 4.1. DISTRICT shall have the right to cancel this Use Agreement and terminate USER'S use of PREMISES, pursuant to this Use Agreement, by giving USER at least ninety (90) days' prior written notice under the following conditions:
  - 4.1.1. DISTRICT proposes to implement a project on, or including, the PREMISES for watershed management purposes, including flood control, water conservation, and water quality; and
  - 4.1.2. DISTRICT determines, in good faith, that IMPROVEMENTS and/or USER'S use of PREMISES, or any of them, would be substantially incompatible with the proposed project; and
  - 4.1.3. DISTRICT has notified USER of the basis for DISTRICT'S determination that a substantial incompatibility will exist and has provided USER with a reasonable opportunity to propose modifications to IMPROVEMENTS or USER'S use of PREMISES that will eliminate the incompatibility.
- 4.2. DISTRICT shall have the right to cancel this Use Agreement and terminate USER'S use of PREMISES by giving USER at least sixty (60) days' prior written notice if: (1) USER breaches any term or condition of this Use Agreement, or (2) changes in federal, state or local laws, rules and regulations result in the presence or use of IMPROVEMENTS imposing additional regulatory burdens or impediments on the primary uses and purposes of PREMISES for watershed management, including flood control, water conservation, and water quality purposes, by DISTRICT and others (pursuant to DISTRICT'S permission).
- 4.3. DISTRICT shall have the right to cancel this Use Agreement and terminate USER'S use of PREMISES if construction of IMPROVEMENTS has not been completed within five (5) years from the date this Use Agreement is fully executed.
- 4.4. DISTRICT shall have the right to immediately cancel and terminate USER'S use of PREMISES pursuant to this Use Agreement, or in DISTRICT'S sole discretion, to temporarily suspend such use in the event DISTRICT determines, in good faith, that it is necessary for DISTRICT to enter and take exclusive possession of PREMISES in order to respond to an emergency as defined in Public Contract Code Section 1102. In the event of an emergency USER shall bear any expenses associated with the cessation of such use and shall have no rights or claims therefore against DISTRICT.

- 4.5. USER shall have the right to cancel and terminate its use of PREMISES, pursuant to this Use Agreement, for any reason by giving DISTRICT at least sixty (60) days' prior written notice.

#### SECTION 5. Removal of IMPROVEMENTS and Restoration of PREMISES

- 5.1. Upon the expiration or sooner termination of this Use Agreement, USER shall, at its own expense, remove IMPROVEMENTS and restore the PREMISES to a condition similar to or better than that which existed on the effective date of this Use Agreement, reasonable wear and tear excepted, provided, however that District, upon receipt of a written request from USER, may permit USER to leave all or portion of said IMPROVEMENTS on PREMISES.
- 5.2. Prior to commencing the removal of IMPROVEMENTS, USER shall apply for and obtain a permit from the Land Development Division, Encroachment Permits and Inspection Section, of the County of Los Angeles Department of Public Works.
- 5.3. If USER fails to remove IMPROVEMENTS and restore PREMISES within ninety (90) days of the expiration of this Use Agreement or sooner termination of USER'S use of PREMISES pursuant to this Use Agreement, DISTRICT may remove IMPROVEMENTS.
- 5.4. If DISTRICT removes IMPROVEMENTS pursuant to Subsection 5.3, DISTRICT shall submit a billing invoice to USER indicating the costs and expenses incurred by DISTRICT in connection with the removal of the IMPROVEMENTS and USER shall reimburse DISTRICT all such costs and expenses for removing said IMPROVEMENTS within thirty (30) days of the billing invoice.

#### SECTION 6. Miscellaneous Terms and Conditions

- 6.1. Indemnification
  - 6.1.1 In accordance with California Government Code Section 895.4, DISTRICT and USER agree to apportion responsibility and indemnification, notwithstanding any other provision of law, as follows:
    - 6.1.1.1. USER shall indemnify, defend, and hold DISTRICT and the County of Los Angeles and their respective officers, employees, and agents harmless from and against any claims, demands, liability, damages, costs, and expenses, including, without limitation, involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever arising from or related to the construction,

reconstruction, maintenance, operation, use, or removal of IMPROVEMENTS or USER'S breach of any term of this Use Agreement, except to the extent caused by the willful misconduct of DISTRICT.

- 6.1.1.2. DISTRICT shall indemnify, defend, and hold USER and its officers, employees, and agents harmless from and against any claims, demands, liability, damages, costs, and expenses including, without limitation, involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever arising from or related to the construction, reconstruction, maintenance, operation, or removal of any improvements by DISTRICT on, above, or under PREMISES or arising from any and all uses of PREMISES by DISTRICT, except to the extent caused by the willful misconduct of the USER.
- 6.1.2. USER releases DISTRICT and waives all rights to damages for any loss, costs, or expenses USER may sustain as a result of any damage to or destruction of IMPROVEMENTS or to the PREMISES attributable to DISTRICT'S watershed management activities, including any flood control, water conservation, or water quality activities on or adjacent to, PREMISES or attributable to any flooding caused by inadequacy or failure of DISTRICT'S facilities, except to the extent caused by DISTRICT'S willful misconduct.
- 6.1.3. Each party to this Use Agreement shall include the other within the protection of any indemnification clause contained in any ancillary contract relating to the PREMISES.
- 6.2. Without limiting USER'S indemnification of DISTRICT, USER shall procure and maintain, in full force and effect during the term of this Use Agreement, insurance policies providing for the following insurance coverage:
  - Commercial General Liability and property damage coverage with a combined single-limit liability in the amount of not less than Two Million Dollars (\$2,000,000) per occurrence.
  - Worker's Compensation coverage in such amount as will fully comply with the laws of the State of California, which shall indemnify, insure, and provide legal defense for both DISTRICT and USER against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any person retained by USER in the course of carrying out the work or services contemplated in this Agreement.

- Automobile Liability Insurance: USER shall procure such policy with coverage of not less than One Million Dollars (\$1,000,000) per accident.
  - The County of Los Angeles and Los Angeles County Flood Control District, its governing board, officers, agents, contractors, and employees, shall be named as Additional Insured on all policies of liability insurance. USER shall furnish to DISTRICT a Policy of Insurance evidencing USER'S insurance coverage no later than ten (10) working days after execution of the Use Agreement, but before USER takes possession of the PREMISES. Upon renewal of said policy, USER shall furnish to DISTRICT a Certificate of Insurance evidencing USER'S continued insurance coverage as required herein.
  - The DISTRICT may accept, should USER elect to provide, a Certificate of Self-Insurance. The limits of such self-insurance coverage shall meet or exceed those stated herein.
- 6.3. USER and DISTRICT shall have no financial obligation to each other under this Use Agreement, except as herein expressly provided.
- 6.4. The parties expressly recognize and intend that in consideration of this Use Agreement, which is solely for USER'S benefit, DISTRICT is not to incur any liability whatsoever for any injury, death, or property damage arising from any use of PREMISES or IMPROVEMENTS by persons who gain entry through openings or areas provided for USER'S use except as provided in Section 6.1.2.
- 6.5. DISTRICT, its Board, and any authorized officer, engineer, employee, or contractor, through its agents or representatives, shall have full right and authority to enter in and upon PREMISES at any and all reasonable times during the term of this Use Agreement, all without interference or hindrance by USER, its agents, officers, contractors, employees, or representatives for the purpose of inspecting the same and to serve or post any notice required or permitted by law for protection of any right or interest of DISTRICT.
- 6.6. Except as to fuels, lubricants, and products associated with motorized vehicles, equipment, gardening, or maintenance-related substances, or all of the above, USER shall not cause or allow the presence, use, storage, or disposal of any hazardous substances on or about PREMISES without the prior written consent of DISTRICT, which consent shall not be unreasonably denied. In the event of spillage, leakage, or escape of any hazardous substance onto PREMISES, USER shall immediately notify DISTRICT by calling (800) 675-4357. If the spillage, leakage, or escape was caused by

USER, USER shall promptly remove any such substance from PREMISES to DISTRICT'S satisfaction. In addition to removing any of USER'S hazardous substances, USER shall be liable for and reimburse DISTRICT for any and all cost and expenses that DISTRICT may incur or suffer as a result thereof. Such responsibility shall include cost or expenses as DISTRICT may incur by reason of Federal, State, local, or other authoritative agency's laws and regulations. Notwithstanding the foregoing, USER shall have no responsibility regarding any spillage, leakage or escape associated with any of DISTRICT'S tenants, licensees, or easement holders.

- 6.7. Any notice to be given or document to be delivered by DISTRICT or USER to the other party may be delivered in person to either party or by private courier or may be deposited in the U.S. mail, duly registered or certified with postage prepaid and addressed to the party for whom intended as follows:

To DISTRICT:

Los Angeles County Flood Control District  
Survey/Mapping & Property Management Division  
P.O. Box 1460  
900 South Fremont Avenue  
Alhambra, CA 91802-1460  
Telephone: (626) 458-7023 or (626) 458-7072, Fax: (626) 979-5322  
For Emergencies, contact (626) 458-HELP (4357)

To USER:

Alexander P. Meyerhoff, City Manager  
City of San Fernando  
117 MacNeil Street  
San Fernando, CA 91340  
Telephone: (818) 898-1202

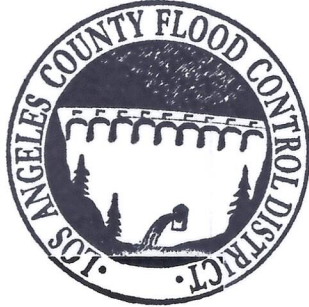


IN WITNESS WHEREOF, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, by order of its Board of Supervisors, has caused this Use Agreement to be subscribed by the Chair of the Board of Supervisors and the seal of the DISTRICT to be affixed hereto and attested by its executive Officer of the Board of Supervisors, and the USER has caused this Use Agreement to be executed by its duly authorized officer as of the date indicated below.

(SEAL)

ATTEST:

CELIA ZAVALA  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles



DISTRICT:

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT,  
a body corporate and politic

By

Janice Hahn  
Chair, Board of Supervisors

Date

**DEC 18 2018**

By

Danyza Ruiz  
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By

Mary C. Wickham  
Deputy

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

CELIA ZAVALA  
Executive Officer  
Clerk of the Board of Supervisors

By

Danyza Ruiz  
Deputy

USER:

CITY OF SAN FERNANDO

By

Alexander P. Meyerhoff  
Alexander P. Meyerhoff, City Manager

Date

**2/7/18**

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

**48**

**DEC 18 2018**

Celia Zavala  
CELIA ZAVALA  
EXECUTIVE OFFICER

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

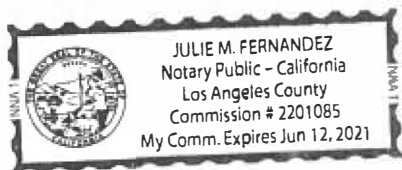
**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of LOS ANGELES )

On FEBRUARY 7, 2018 before me, JULIE M. FERNANDEZ, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer  
personally appeared ALEXANDER P. MEYERHOFF  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: USE AGREEMENT (LA Co Flood Control District & City of San Fernando)  
Document Date: 2/7/18 (date signed by Meyerhoff) Number of Pages: 14  
Signer(s) Other Than Named Above: Chair, Board of Supervisors

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

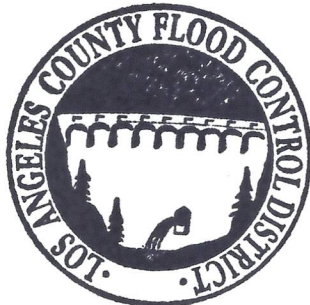


STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF LOS ANGELES            )

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Chair of the Board on all papers, documents, or instruments requiring the Chair's signature.

The undersigned hereby certifies that on this 18<sup>th</sup> day of December, 2018, the facsimile signature of JANICE HAHN, Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.



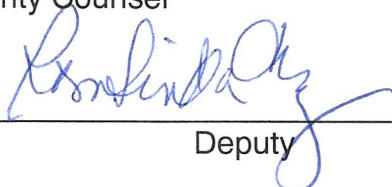
CELIA ZAVALA  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By   
Deputy

(LACFCD-SEAL)

APPROVED AS TO FORM



MARY C. WICKHAM  
County Counsel

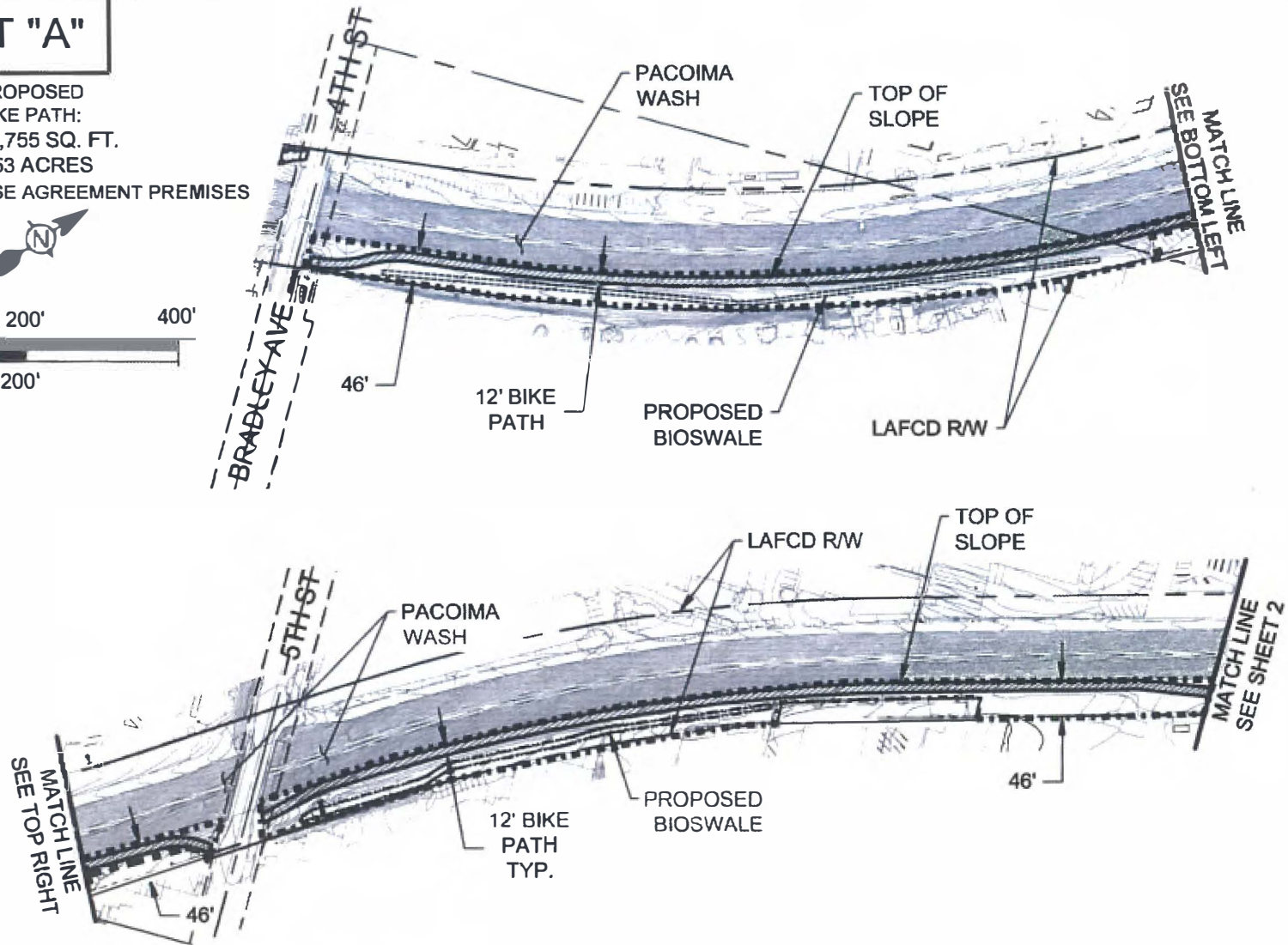
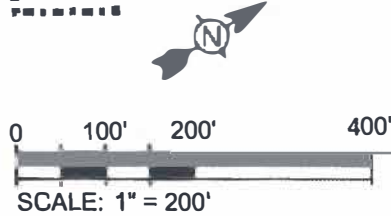
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**EXHIBIT B**  
**SCOPE OF WORK: LANDSCAPE MAINTENANCE**

<b>Action</b>	<b>Description</b>	<b>Frequency</b>
<b>Tree Trimming</b>	Remove dead, deceased, insect-infested and damaged branches and limbs	As needed
	Prune Elm, Eucalyptus, and Pepper trees	Every two (2) years
	Prune all other trees	Every three (3) years
	Dispose of all trees downed by natural or unnatural causes	As needed
<b>Tree Staking</b>	Install stakes when tree is damaged, requires support, or is less than three (3) inches in diameter	As needed
	Check ties, and stakes	Once (1) a month
<b>Shrubbery/Vines Trimming</b>	Shrubs and vines shall be trimmed to restrict growth onto the adjacent roads, driveways, and walkways	As needed
	Shrubs should be trimmed to not grow taller than 4 feet, and no shorter than 3 1/2 feet	Once (1) a year, in March
	Trimming should look natural – no shearing	
	Remove dead or diseased plant materials	As needed
<b>Ground Cover Trimming and Care</b>	Keep ground covers adjacent to roadways away from paved surfaces	Twice (2) a year, in March and September
	Edges should look natural – no shearing	
<b>Ornamental Grass Trimming</b>	Trim vines and ornamental grass in an artisan-like manner – no scalping	Once (1) a year, in September
	Ornamental grass and vines along bicycle trails	Twice (2) a year, in March and September
<b>Weed Control</b>	Keep landscaped areas free of weeds	Once (1) a week
	Remove all weeds from walkways, drainage areas, and cracks in all hard surface areas	Once (1) a week
<b>Litter Control</b>	Remove litter and accumulated debris from landscaped areas	Once (1) a week
	Empty and clean trash cans/receptacles	Once (1) a week
	Replace pet litter bags	Once (1) a week
	DO NOT handle hazardous waste materials	
<b>Watering and Irrigation System</b>	Operation of automatic irrigation controllers in a way to not cause excessive wetness	
	Inspect and maintain irrigation system	As needed
<b>Rodent Control</b>	Maintain all areas free of rodents, in compliance with Federal, State, and local laws – to be completed by California Certified Applicator	As needed

# EXHIBIT "A"

 PROPOSED BIKE PATH:  
 66,755 SQ. FT.  
 1.53 ACRES  
 USE AGREEMENT PREMISES



**TETRA TECH**

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17885 VON KARMAN AVE. SUITE 500  
 IRVINE, CA 92614  
 949-809-5000

PACOIMA WASH MOUNTAIN BIKEWAY  
 RIGHT OF WAY EXHIBIT

Project No.: 135-60589-14001

Date:

Designed By: JC

Supplemental



1 of 2

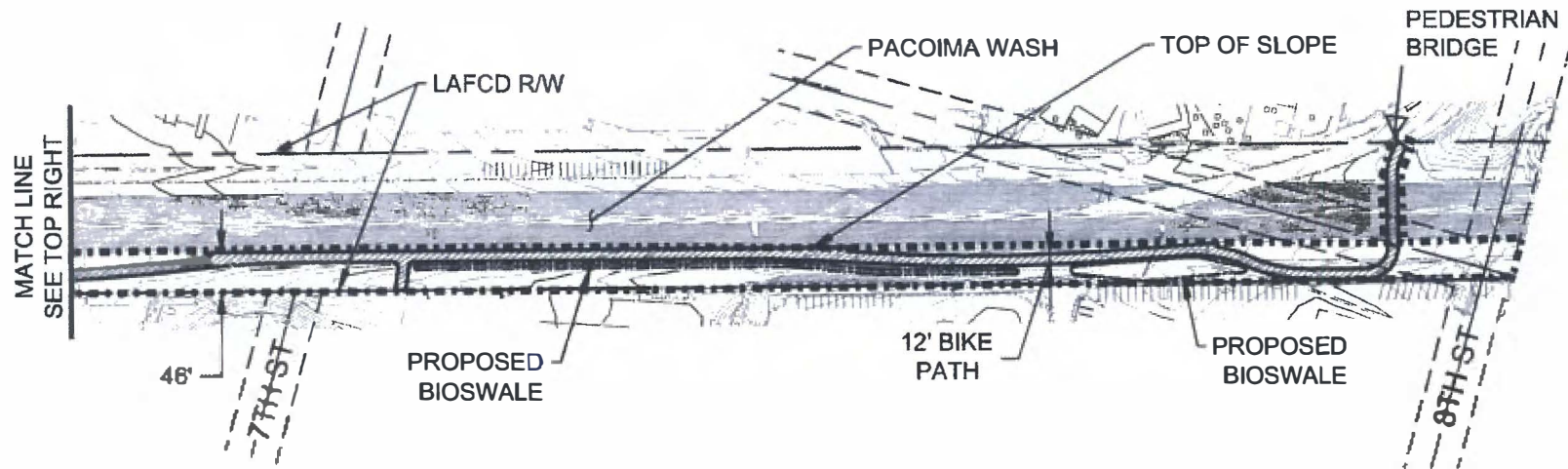
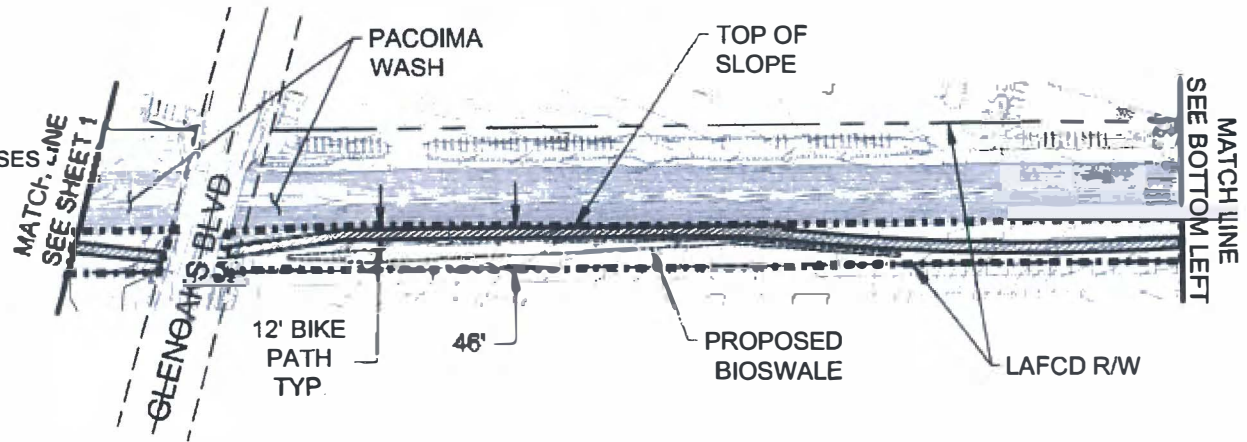
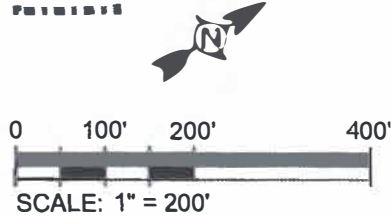
Bar Measures 1 inch

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# EXHIBIT "A"

 PROPOSED BIKE PATH:  
66,755 SQ. FT.  
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Project No.: 135-60589-14001

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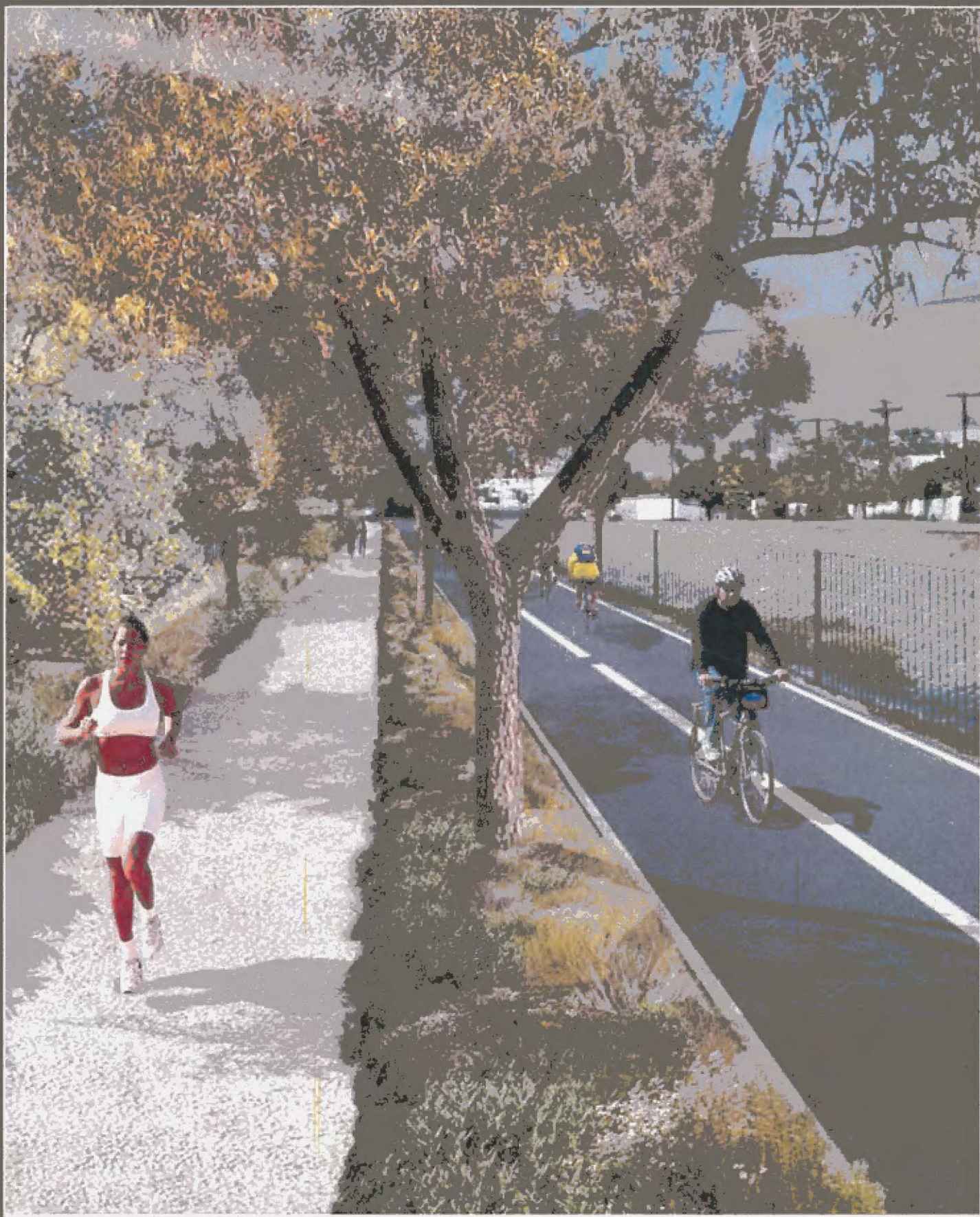
2 of 2

Bar Measures 1 inch

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# Enclosure B





**MITIGATED NEGATIVE DECLARATION  
PACOIMA WASH BIKEWAY  
MOUNTAINS RECREATION AND CONSERVATION AUTHORITY  
JUNE, 2016**

The Initial Study - Mitigated Negative Declaration for the Pacoima Wash Bikeway was not included due to the document length of 234 pages. To request a digital copy, please contact Ms. Maria Santiago at (626) 458-7073 or [msantiago@dpw.lacounty.gov](mailto:msantiago@dpw.lacounty.gov).